

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Chief Patrick Lynn, (954) 693-8320

PREPARED BY: Angela Rodgers

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: EXPENDITURE - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE EXPENDITURE OF LAW ENFORCEMENT TRUST FUNDS IN THE AMOUNT \$154,200 FOR THE PURCHASE OF ADDITIONAL SOFTWARE LICENSES FROM SUNGARD PUBLIC SECTOR, INC. FOR THE TOWN OF DAVIE POLICE DEPARTMENT FOR OPERATION OF THE OSSI RECORDS MANAGEMENT SYSTEM.

REPORT IN BRIEF: The Davie Police Department is in the process of implementing application software for records management and computer aided dispatch from Sungard Public Sector Inc. The implementation project is nearing the final stages and will be in full operation in the near future and it has been discovered that the Police Department is in need of additional licenses that were not calculated in the original order. The Police Department is requesting Town Council to approve the purchase of additional software from Sungard Public Sector, Inc and to use Law Enforcement Trust Funds for said purchase. Sungard Public Sector Inc. is the sole source supplier of the OSSI software.

PREVIOUS ACTIONS: Resolutions 2007-004 and 2007-160

CONCURRENCES:

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If no, amount needed: \$154,200.00

What account will funds be appropriated from: Law Enforcement Trust
Funds Account

001-0520-521-0317

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Department Memo, Sungard Quotes, Corporation
Documentation

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE EXPENDITURE OF LAW ENFORCEMENT TRUST FUNDS IN THE AMOUNT \$154,200 FOR THE PURCHASE OF ADDITIONAL SOFTWARE LICENSES FROM SUNGARD PUBLIC SECTOR, INC. FOR THE TOWN OF DAVIE POLICE DEPARTMENT FOR OPERATION OF THE OSSI RECORDS MANAGEMENT SYSTEM.

WHEREAS, the Davie Police Department is requesting authorization to purchase additional software licenses to be fully operational for the OSSI implementation; and

WHEREAS, Sungard Public Sector, Inc. is a sole source vendor of this product; and

WHEREAS, after review, the Town Council wishes to approve the expenditure of Law

Enforcement Trust Funds in the amount of \$154,200.00 for the purchase of said additional software licenses.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby approves the purchase of additional software licenses from Sungard Public Sector, Inc.

SECTION 2. The Town Council hereby authorizes the expenditure from Law Enforcement

Trust Funds, Account 001-0520-521-0317, in the amount of \$154,200.00.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2008

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008

SunGard Public Sector Inc.
4000 OSSl Ct - High Point, NC 27265 -
Phone: (336) 885-0911 - Fax: (336) 885-5329 - Email: tbracken@ossiusa.com

SUNGARD[®] PUBLIC SECTOR

Add-On Quote

| Date | Quote # | Acct Mgr |
|----------|-----------|---------------|
| 03/02/08 | TQDBQ2909 | Tammy Bracken |

Quote Prepared For:

Davie Police Department, FL
Vickie Whatley
6591 Orange Drive
Davie, FL 33134

Phone: 954-693-8200

| Qty | Part Number | Product Description | Unit Price | Extended Price | Annual Maintenance |
|-----|----------------|--|------------|----------------|--------------------|
| 1 | MCT-BMS-T6 | UPGRADE BASE MOBILE SERVER SOFTWARE UP TO 200 WORKSTATIONS Server license of SunGard OSSl's Mobile Server Software to support up to 150 Mobile Units registered on the Message Switch (not concurrent mobile users). Mobile Server processes all mobile inquiries to SunGard OSSl's CAD and RMS databases. | \$6,600.00 | \$6,600.00 | \$1,188.00 |
| 1 | MCT-MFR-REV-T6 | UPGRADE REVIEW MODULE FOR FIELD REPORTING UP TO 200 WORKSTATIONS The Field Review Module allows officers to submit reports wirelessly (via the RF Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the RF Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS. This module supports up to 150 Mobile Units registered in the Message Switch (not concurrent mobile users). | \$5,450.00 | \$5,450.00 | \$872.00 |
| 35 | MCT-CLIENT | MCT CLIENT - DIGITAL DISPATCH Workstation license for the application software for the mobile unit allows the unit to receive and transmit digital (silent) dispatching, car-to-car and car-to-console messaging, premises and call information, magstripe reading (where available), perform local, State and NCIC queries, and receive search information and mugshots from RMS. Any additional hardware must be purchased separately. | \$995.00 | \$34,825.00 | \$5,572.00 |
| 35 | MCT-MAP | MCT CLIENT - MAPS Provides the ability for officers to view maps, automatically display the location of a CAD event, and view multiple layers of the same map available in CAD. Maps also allow officers the ability to pin map mobile search results. This module is a prerequisite for SunGard OSSl's Automatic Vehicle Locator (AVL) Module. | \$200.00 | \$7,000.00 | \$1,120.00 |
| 35 | MCT-MFR-OFF | MFR CLIENT - BASE INCIDENT/OFFENSE The Incident/Offence Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IIR or UCR edits on Incident Reports. The Module provides a notes field in each Module (Incident, Supplements and Field Contacts) to capture narrative. | \$995.00 | \$34,825.00 | \$5,572.00 |

| Qty | Part Number | Product Description | Unit Price | Extended Price | Annual Maintenance |
|------------------------------------|------------------|---|---------------|---------------------|--------------------|
| 35 | MCT-MFR-ACC | MFR CLIENT - ACCIDENT REPORTING Allows officers using SunGard OSSI's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing Sungard OSSI's crash wizard and Microsoft Visio. | \$500.00 | \$17,500.00 | \$2,800.00 |
| 35 | MCT-MFR-AFF | MFR CLIENT - ARREST AFFIDAVIT This client specific module is for the creation of the Arrest Affidavit from the field. The arrest data is transferred to the Arrest Module within RMS. It allows for the remote printing of the affidavit. It does not include printing hardware. Each agency's affidavit form may vary and must be approved by Product Management. | \$150.00 | \$5,250.00 | \$840.00 |
| 35 | MCT-MFR-CITATION | MFR CLIENT - CITATION The Citation Module allows officers using SunGard OSSI's Mobile product to capture data from the written state citation form. In some states, this Module does reproduce the state form and can print in the car. | \$500.00 | \$17,500.00 | \$2,800.00 |
| 85 | RMS-WIZ-CLIENT | ACCIDENT WIZARD WORKSTATION LICENSE This provides the accident drawing wizard per workstation license. Visio 2000 standard edition or higher is required on each workstation or laptop. | \$150.00 | \$12,750.00 | \$2,040.00 |
| This quote is valid until 05/30/08 | | | Total: | \$141,700.00 | \$22,804.00 |

This Quote constitutes a Supplement to the Contract and Agreement by and between the parties hereto. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect. As applicable for certain customers, the term "Contract and Agreement" is defined as the Software License & Services Agreement and the License Program Support Agreement between the parties hereto.

Should Customer terminate this agreement per the "Term and Contract" Section of the Contract and Agreement, the Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Licensed Program(s) are provided in and may be used in machine-readable object code form only. SunGard Public Sector offers the Customer, through a third party escrow agent, a Source Code Escrow Agreement that provides for release of the source code version of the Licensed Program(s) from escrow upon the occurrence of certain release events, such as SunGard Public Sector's failure to provide required maintenance services as agreed.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after Delivery. There is no Testing and Acceptance period on the Licensed Program(s) herein.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

This Quote shall be effective notwithstanding any provisions as to non-availability of funds contained in the Contract and Agreement.

Payment Terms are as Follows:

License, Conversion, Project Planning, Project Management and Third Party Hardware and Systems Software Fees are due upon execution of this Quote. Training, Professional Services and Travel/Living expenses are due as incurred daily. Installation is due upon completion. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only - actual shipping charges will be due upon delivery. Third Party Hardware and Systems Software Implementation is due 50% on execution of this Quote, and 50% due upon invoice, upon completion.

SunGard Public Sector Application Annual Support - the initial term of support is included in License Fees and begins upon delivery of the first major module (such as Base CAD, RMS, JAIL or Mobile) of the Licensed Program(s) and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support fees shown for the second term of support shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Third Party Application Annual Support Fees - payment terms shall be as provided by the Third Party to Customer with the exception that any Fees listed above for the initial term of support are due upon execution of this Quote.

Accepted:

Davie Police Department, FL

Signature

Date

Printed Name

SunGard Public Sector Inc.
4000 OSSI Ct - High Point, NC 27265 -
Phone: (336) 885-0911 - Fax: (336) 885-5329 - Email: tbracken@ossiusa.com

SUNGARD® PUBLIC SECTOR

Add-On Quote

| Date | Quote # | Acct Mgr |
|----------|-----------|---------------|
| 07/24/08 | TQDBQ3233 | Tammy Bracken |

Quote Prepared For:

Davie Police Department, FL
Vicky Whatley
6591 Orange Drive
Davie, FL 33134

Upon delivery of this signed Add-On Quote to SunGard, Customer is licensed and authorized to use the Licensed Programs identified herein that are sold as additions to the installed major module(s).

| Qty | Part Number | Product Description | Unit Price | Extended Price | Annual Maintenance |
|-----|-------------------------|---|------------|----------------|--------------------|
| 25 | MCT-MFR-MBLN-CLIE NT | MFR CLIENT- MOBLAN VERSION Provides the ability for the officer to enter Incident Reports, Supplement Reports, Field Contacts and Supervisory Review on the agency's RMS LAN. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each module (Incident, Supplements and Field Contacts) to capture the narrative and also provides spell check capability. | \$500.00 | \$12,500.00 | \$2,000.00 |

This quote is valid until 09/30/08

| | | |
|---------------|--------------------|-------------------|
| Total: | \$12,500.00 | \$2,000.00 |
|---------------|--------------------|-------------------|

This Quote constitutes a Supplement to the Contract and Agreement by and between the parties hereto. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect. As applicable for certain customers, the term "Contract and Agreement" is defined as the Software License & Services Agreement and the License Program Support Agreement between the parties hereto.

Should Customer terminate this agreement per the "Term of Contract" Section of the Contract and Agreement, the Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Licensed Program(s) are provided in and may be used in machine-readable object code form only. SunGard Public Sector offers the Customer, through a third party escrow agent, a Source Code Escrow Agreement that provides for release of the source code version of the Licensed Program(s) from escrow upon the occurrence of certain release events, such as SunGard Public Sector's failure to provide required maintenance services as agreed.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after Delivery. There is no Testing and Acceptance period on the Licensed Program(s) herein.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

This Quote shall be effective notwithstanding any provisions as to non-availability of funds contained in the Contract and Agreement.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Licensed Program(s) to Customer.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Payment Terms are as Follows:

License, Conversion, Project Planning, Project Management, Hardware and Third Party Software Fees are due upon execution of this Quote. Training, Professional Services and Travel/Living expenses are due as incurred monthly. Installation is due upon completion. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only - actual shipping charges will be due upon delivery. Hardware and Third Party Software Implementation is due 50% on execution of this Quote, and 50% due upon invoice, upon completion.

SunGard Public Sector Application Annual Support - the initial term of Maintenance and Support Services is included in License Fees and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support fees shown for the second term of support shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Third Party Application Annual Support Fees - payment terms shall be as provided by the Third Party to Customer with the exception that any fees listed above for the initial term of support are due upon execution of this Quote.

Accepted:

Davie Police Department, FL

Signature

Date

Printed Name

7/24/2008

16:53:49

SUNGARD PUBLIC SECTOR
OSSI

TQDBQ3233

Page 2 of 2

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) SunGard Public Sector Inc. | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ | <input checked="" type="checkbox"/> Exempt from backup withholding |
| | Address (number, street, and apt. or suite no.) 1000 Business Center Drive | |
| | City, state, and ZIP code Lake Mary, FL 32746 | |
| List account number(s) here (optional) | | |
| Requester's name and address (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | |
| | | | | | | | | |
| or | | | | | | | | |
| Employer identification number | | | | | | | | |
| 5 | 9 | 2 | 1 | 3 | 3 | 8 | 5 | 8 |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

| | | |
|------------------|--|-------------------------|
| Sign Here | Signature of U.S. person ▶ <i>Rinderickman</i> | Date ▶ <i>1-28-2008</i> |
| | | |

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding,
- or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

**Town of Davie
Vendor/Bidder Disclosure**

I, Chris C. Coleman, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

| | |
|--|---|
| Name of Individual, Firm, or Organization: | SUNGARD PUBLIC SECTOR INC. |
| Address: | 1000 BUSINESS CENTER DRIVE LAKE MARY, FL 32746 |
| FEIN | 59-2133858 |
| State and date of incorporation | FLORIDA, OCT 1981 |

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Names, Addresses, and Titles of Individual Who Will Lobby:

| Full Legal Name | Address | Ownership |
|--|---------|-----------|
| * Please refer to page 113 of the SunGard® Data Systems Inc. Annual Report included with this Disclosure Form. Page 113 lists the beneficial ownership and is attached to this form. _____ % | | |
| _____ % | | |
| _____ % | | |
| _____ % | | |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

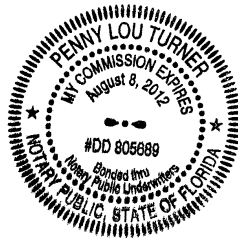
Address

By: C.C. Keathley
Signature of Affiant

Date: August 7, 2008

C.C. KEATHLEY
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 7th day of August 2008, by C.C. Keathley, he/she is personally known to me or has presented N/A as identification.



Penny Lou Turner
Notary Public, State of Florida at Large

Penny Lou Turner
Print or Stamp of Notary

#DD 805689
Serial Number



My Commission Expires : August 8, 2012

Beneficial Ownership

All of our outstanding stock is beneficially owned by SunGard Capital Corp. and SunGard Capital Corp. II through its wholly owned subsidiaries. The following table presents information regarding beneficial ownership of the equity securities of SunGard Capital Corp. and SunGard Capital Corp. II as of February 15, 2008 by each person who is known by us to beneficially own more than 5% of the equity securities of SunGard Capital Corp. and SunGard Capital Corp. II, by each of our directors, by each of the Named Executive Officers, and by all of our directors and executive officers as a group.

| Name of Beneficial Owner | Number of Shares Beneficially Owned ⁽¹⁾ | | | Percent of Classes ⁽²⁾ |
|--|--|----------------|-----------|-----------------------------------|
| | Class A Common | Class L Common | Preferred | |
| Bain Funds ⁽³⁾ | 34,849,657 | 3,872,184 | 1,340,371 | 13.69% |
| Blackstone Funds ⁽⁴⁾ | 34,849,657 | 3,872,184 | 1,340,371 | 13.69% |
| GS Limited Partnerships ⁽⁵⁾ | 28,393,651 | 3,154,850 | 1,092,063 | 11.16% |
| KKR Funds ⁽⁶⁾ | 34,849,657 | 3,872,184 | 1,340,371 | 13.69% |
| Providence Equity Funds ⁽⁷⁾ | 21,295,238 | 2,366,138 | 819,048 | 8.37% |
| Silver Lake Funds ⁽⁸⁾ | 34,488,546 | 3,832,061 | 1,326,483 | 13.55% |
| Texas Pacific Group Funds ⁽⁹⁾ | 34,849,657 | 3,872,184 | 1,340,371 | 13.69% |
| James E. Ashton III ⁽¹⁰⁾ (executive officer) | 678,737 | 75,406 | 26,105 | — |
| Chinh E. Chu ⁽⁴⁾⁽¹¹⁾ (director) | 34,849,657 | 3,872,184 | 1,340,371 | 13.69% |
| Cristóbal Conde ⁽¹⁰⁾ (director and executive officer) | 3,606,964 | 400,705 | 138,729 | 1.42% |
| John Connaughton ⁽³⁾⁽¹²⁾ (director) | 34,849,657 | 3,872,184 | 1,340,371 | 13.69% |
| Harold C. Finders ⁽¹⁰⁾ (executive officer) | 287,122 | 31,895 | 11,043 | — |
| James H. Greene, Jr. ⁽⁶⁾⁽¹³⁾ (director) | 34,849,657 | 3,872,184 | 1,340,371 | 13.69% |
| Glenn H. Hutchins ⁽⁸⁾⁽¹⁴⁾ (director) | 34,488,546 | 3,832,061 | 1,326,483 | 13.55% |
| James L. Mann (director) | 74,278 | 8,253 | 2,857 | — |
| John Marren ⁽¹⁵⁾ (director) | — | — | — | — |
| Sanjeev Mehra ⁽⁵⁾⁽¹⁶⁾ (director) | 28,393,651 | 3,154,850 | 1,092,063 | 11.16% |
| Michael K. Muratore ⁽¹⁰⁾ (executive officer) | 1,292,778 | 143,614 | 49,722 | — |
| Julie Richardson ⁽⁷⁾⁽¹⁷⁾ (director) | 21,295,238 | 2,366,138 | 819,048 | 8.37% |
| Michael J. Ruane ⁽¹⁰⁾ (executive officer) | 977,103 | 108,552 | 37,581 | — |
| All 23 directors and executive officers as a group ⁽¹⁰⁾⁽¹¹⁾⁽¹²⁾⁽¹³⁾⁽¹⁴⁾⁽¹⁵⁾⁽¹⁶⁾⁽¹⁷⁾⁽¹⁸⁾ | 200,747,701 | 22,329,408 | 7,720,015 | 78.88% |

- (1) Includes shares held in the beneficial owner's name or jointly with others, or in the name of a bank, nominee or trustee for the beneficial owner's account. Unless otherwise indicated in the footnotes to this table and subject to community property laws where applicable, we believe that each stockholder named in this table has sole voting and investment power with respect to the shares indicated as beneficially owned.
- (2) Unless otherwise indicated, the beneficial ownership of any named person does not exceed, in the aggregate, one percent of the outstanding equity securities of SunGard Capital Corp. and SunGard Capital Corp. II on February 15, 2008, as adjusted as required by applicable rules.

| FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS | |  | |  | |
|---|----------------------------|--|-----------------------------------|---|----------------------|
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Detail by Entity Name

Florida Profit Corporation

SUNGARD PUBLIC SECTOR INC.

Filing Information

| | |
|-----------------------------|-----------------------|
| Document Number | F50372 |
| FEI Number | 592133858 |
| Date Filed | 10/21/1981 |
| State | FL |
| Status | ACTIVE |
| Last Event | NAME CHANGE AMENDMENT |
| Event Date Filed | 12/21/2007 |
| Event Effective Date | 01/01/2008 |

Principal Address

1000 BUSINESS CENTER DRIVE
LAKE MARY FL 32746
Changed 06/19/1997

Mailing Address

1000 BUSINESS CENTER DRIVE
LAKE MARY FL 32746
Changed 06/19/1997

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION FL 33324 US
Name Changed: 04/18/2003
Address Changed: 04/18/2003

Officer/Director Detail

Name & Address

Title GCEO
SANTOS, GILBERT O
1000 BUSINESS CENTER DR.
LAKE MARY FL 32746
Title GCFO

LANGSTON, BRUCE E
680 EAST SWEDESFORD ROAD
WAYNE PA 19087

Title S

BRUSH, LESLIE S
680 EAST SWEDESFORD ROAD
WAYNE PA 19087

Title PCEO

HUBER, THOMAS
1000 BUSINESS CENTER DRIVE
LAKE MARY FL 32746

Title C

COLEMAN-KEATHLEY, CHRIS
1000 BUSINESS CENTER DRIVE
LAKE MARY FL 32746

Title EVPO

GOODROW, RONALD E
1000 BUSINESS CENTER DRIVE
LAKE MARY FL 32746

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Report Year Filed Date

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|-------------|------------|
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| 2007 | 05/04/2007 |
| 2008 | 02/28/2008 |

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2008 FOR PROFIT CORPORATION ANNUAL REPORT

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Feb 28, 2008 8:00 am
Secretary of State

02-28-2008 90019 044 ***158.75

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|--|---|---|--|--|--|
| DOCUMENT # F50372 | | | |  | |
| 1. Entity Name SUNGARD PUBLIC SECTOR INC. | | | | | |
| Principal Place of Business 1000 BUSINESS CENTER DRIVE LAKE MARY, FL 32746 | | | Mailing Address 1000 BUSINESS CENTER DRIVE LAKE MARY, FL 32746 | | |
| 2. Principal Place of Business - No P.O. Box # | | | 3. Mailing Address | | |
| Suite, Apt. #, etc. | | | Suite, Apt. #, etc. | | |
| City & State | | | City & State | | |
| Zip | Country | Zip | Country | 4. FEI Number 59-2133858 | |
| 5. Certificate of Status Desired <input checked="" type="checkbox"/> | | | | Applied For <input type="checkbox"/> Not Applicable | |
| 6. Name and Address of Current Registered Agent | | | | 7. Name and Address of New Registered Agent | |
| C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324 | | | | Name | |
| | | | | Street Address (P.O. Box Number is Not Acceptable) | |
| | | | | City | |
| | | | | Zip Code | |
| 8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent. | | | | | |
| SIGNATURE _____ (NOTE: Registered Agent signature required when reinstating) | | | | | |
| FILE NOW!!! - FEE IS \$150.00 After May 1, 2008 Fee will be \$550.00 | | 9. Election Campaign Financing Trust Fund Contribution. <input type="checkbox"/> | | \$5.00 May Be Added to Fees | |
| 10. OFFICERS AND DIRECTORS | | | 11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11 | | |
| TITLE NAME STREET ADDRESS CITY-ST-ZIP | GCEO SANTOS, GILBERT O 1000 BUSINESS CENTER DR. LAKE MARY, FL 32746 | <input type="checkbox"/> Delete | TITLE NAME STREET ADDRESS CITY-ST-ZIP | Vice President Scott Doughman 680 E. Swedesford Rd Wayne, PA 19087 | <input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition |
| TITLE NAME STREET ADDRESS CITY-ST-ZIP | GCEO LANGSTON, BRUCE E 680 EAST SWEDES FORD ROAD WAYNE, PA 19087 | <input type="checkbox"/> Delete | TITLE NAME STREET ADDRESS CITY-ST-ZIP | Vice President Daniel Conway 1000 Business Center Dr Lake Mary, FL 32746 | <input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition |
| TITLE NAME STREET ADDRESS CITY-ST-ZIP | S. BRUSH, LESLIE S 680 EAST SWEDES FORD ROAD WAYNE, PA 19087 | <input type="checkbox"/> Delete | TITLE NAME STREET ADDRESS CITY-ST-ZIP | Vice President Michael Combs 1000 Business Center Dr Lake Mary, FL 32746 | <input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition |
| TITLE NAME STREET ADDRESS CITY-ST-ZIP | PCEO HUBER, THOMAS 1000 BUSINESS CENTER DRIVE LAKE MARY, FL 32746 | <input type="checkbox"/> Delete | TITLE NAME STREET ADDRESS CITY-ST-ZIP | Vice President C. Slattery 680 E Swedesford Rd Wayne, PA 19087 | <input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition |
| TITLE NAME STREET ADDRESS CITY-ST-ZIP | C COLEMAN-KEATHLEY, CHRIS 1000 BUSINESS CENTER DRIVE LAKE MARY, FL 32746 | <input type="checkbox"/> Delete | TITLE NAME STREET ADDRESS CITY-ST-ZIP | Vice President Grant Harbin 1000 Business Center Dr LAKE Mary, FL 32746 | <input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition |
| TITLE NAME STREET ADDRESS CITY-ST-ZIP | EVPO GOODROW, RONALD E 1000 BUSINESS CENTER DRIVE LAKE MARY, FL 32746 | <input type="checkbox"/> Delete | TITLE NAME STREET ADDRESS CITY-ST-ZIP | Vice President James Brescia 1000 Business Center Dr Lake Mary, FL 32746 | <input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition |
| 12. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered. | | | | | |
| SIGNATURE: <u>CC KEATHLEY</u> <u>CC KEATHLEY</u> 2114108 4013043147 | | | | | |

